

IN SENATE OF THE UNITED STATES.

FEBRUARY 19, 1839.

Submitted, and ordered to be printed.

DECEMBER 31, 1839.

Ordered to be reprinted.

Mr. MERRICK made the following

REPORT:

[To accompany Senate bill No. 98.]

The Committee on the Post Office and Post Roads, to which was referred the petition of Samuel R. Slaymaker, report :

That it appears from the testimony in this case, that Richard C. Stockton and Samuel R. Slaymaker, having subsisting and independent contracts with the Post Office Department, for carrying the mail between the cities of Washington and Philadelphia, via Baltimore, and Lancaster, in Pennsylvania, (the contract of Stockton embracing that part of the route which lies between Washington, Baltimore, and Lancaster, and the contract of Slaymaker covering that part of said route which lies between Lancaster and Philadelphia,) were, by order of the department dated the 25th of November, 1831, required to run daily each way, an express (extra) mail line of four horse post-coaches, over the whole of said route between Washington and Philadelphia, during the suspension of steamboat navigation, or for four months in each year, for the purpose, as it seems, of relieving the great mail between Baltimore and Philadelphia, via Havre de Grace, of the more weighty matter, and thus expediting its transmission. The order directing the establishment of this express or extra line of stages fixes the compensation to be allowed for the same upon the whole route at not more than \$6,300. And that price appears to have been paid to the said R. C. Stockton and S. R. Slaymaker, for the years 1831, '32 and 1832, '33.

In April, 1833, the department having made other arrangements, at considerable expense, which were deemed sufficient to insure the expeditious transmission of the whole of the great mail between Baltimore and Philadelphia, via Havre de Grace, ordered, in November of that year, the discontinuance of the express or extra line of stages above mentioned, and notified the parties that the compensation before allowed for that service would thenceforward cease.

It seems, however, that in the subsequent month of December, the department saw fit, at the instance of the contractors upon the route via Havre de Grace, (who appear to have been the same persons, Stockton

and Stokes, who held the contract for the greater part of the route via Lancaster, to wit from Baltimore to Lancaster,) to order the postmasters at Baltimore and Philadelphia to send the heavy mail by the line via Lancaster, with a view to relieve the mail upon the route via Havre de Grace; thus from the same motive again directing the same service to be performed upon the route via Lancaster, which had originally induced the establishment of the express (or extra) line upon this route; the department it would seem overlooking inadvertently the material circumstance that the contractors were not the same throughout the whole extent of each route—Slaymaker being the contractor from Lancaster to Philadelphia. It further appears, that Slaymaker thus having the same amount of service thrown upon him, though not by any express new arrangement between himself and the department, yet by order of the department, conceived it to be a virtual renewal of the pre-existing arrangement, and unhesitatingly performed that service with diligence and fidelity, and at great cost to himself, for the years 1833, '34, and 1834, '35. The committee cannot, under this view of the case, hesitate to recommend that payment should be made to Slaymaker for this service. It is alleged by Slaymaker that he performed this service upon all that part of this route which lies between York and Philadelphia. But inasmuch as Stockton and Stokes were the regular contractors upon this route from Washington to Lancaster, and they were the parties bound by their contract upon the route via Havre de Grace, to transport the whole of this mail matter, and were to receive without doubt, what they deemed an adequate compensation for so doing, and it was evidently for their relief and at their request that the department had ordered this heavy mail to be transported via Lancaster, the committee think there can justly be no allowance made for so much of the service on this route as they (Stockton and Stokes) did or were bound to perform, and therefore can make no allowance to Slaymaker for any service performed on that part of the route which lies between York and Lancaster. They therefore report a bill directing the proper officer of the department to allow and pay to S. R. Slaymaker ratably for the distance between Lancaster and Philadelphia, the same compensation for the years 1833, '34, and 1834, '35, as was allowed and paid for the extra line upon this route to Stockton and Slaymaker for the years 1831, '32, and 1832, '33.